

Tentative Agreement 3/19/21

ARTICLE 15 Grievance Procedure

Section 1. Scope of Procedure.

The City and the Association agree that the purpose of this grievance procedure is to provide a just and equitable method for resolving disagreements between the parties regarding the interpretation of the provisions of this Agreement. Only matters involving the interpretation, application, or alleged violation of a specific provision of this Collective Bargaining Agreement shall be subject to this grievance procedure. Disciplinary matters which are subject to the jurisdiction of the Commission pursuant to Chapter 143 Local Government Code are not subject to this procedure but are covered in Article 28 of this Agreement. Where a statutory claim is asserted before any administrative agency or court, which claim(s) arises from the same factual occurrence made the basis of a grievance, the grievance shall be abated until final disposition or settlement of such claim(s), unless the Officer agrees with the employer and the Association to submit all claims arising from the same factual occurrence, including statutory claims, to the grievance procedure herein. Any alleged violation(s) of Article 4, Section 2(F), of this Agreement shall not be the subject of a grievance unless there is an Agreement between the parties hereto and the officer to submit such issue(s) to the grievance procedure.

Section 2. Time Limits.

The parties shall adhere to the time limits as set forth in the procedure. In the event the officer or Association fails to meet the time limits at any step of the procedure, the grievance shall be considered satisfied and no further action shall be taken. Failure by the City to meet the time limits at any step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the next step. Such time limits may be waived, however, by mutual consent of the parties in writing.

Section 3. Steps.

A grievance within the scope of this procedure as defined in Section I above shall be handled as follows:

Step 1. Any Officer having a matter which is felt to be a grievance, first must within twenty-one (21) calendar days of the actual or constructive knowledge of the occurrence or the event causing the problem submit such grievance in writing identifying the specific Article and Section of the Agreement alleged to have been violated to the Association with a copy to his immediate supervisor. Said determination of whether a grievance exists shall be made by an Association Grievance Committee. The Chief may appoint one (1) non-voting member of the Committee. The Committee may exclude the Chief's appointed member from deliberations. If the Association exercises this right, the Chief of Police shall be entitled to exclude Association representatives

from any administrative meeting, procedure, or process, where their presence or participation has been allowed, notwithstanding the provisions of Article 8. The Association Grievance Committee shall meet and render its decision in writing within thirty (30) calendar days of the receipt of the written grievance by the officer.

In the event that the Grievance Committee decides that a grievance exists, the Association, representing the aggrieved officer, shall prepare a formal written grievance on behalf of the aggrieved Officer and proceed to Step 2. Nothing herein prohibits the City from challenging whether a grievance is timely.

It is the intent of the parties to attempt to resolve disputes and grievances over the application, interpretation and enforcement of the Agreement at the lowest level. Nothing herein shall prevent the Association from meeting and conferring with the City, Chief or their designees in an attempt to resolve the alleged grievance before the time limits in Step 1 expire.

Step 2. If a grievance is believed to exist, it shall be presented in writing to the Chief. The Chief shall have fourteen (14) calendar days to act on the grievance and render a decision in writing.

Step 3. If the grievance is not resolved at Step 2, the matter shall be submitted in writing to the Human Resources Director within seven (7) calendar days from the decision at Step 2.

The Human Resources Director shall within five (5) calendar days submit the matter to the City Manager who shall review the matter and shall render a decision in writing within fourteen (14) calendar days. The Human Resources Director shall obtain the response from the City Manager or his representative and notify the President of the Association of the response and results within five (5) calendar days.

Step 4. If the grievance has not been settled at Step 3, the parties shall have seven (7) calendar days from the date the Human Resources Director notified the President of the Association, in which to appeal the grievance to arbitration for adjustment. An appeal from the Association shall be submitted in writing to the Human Resources Director. Since the City may also grieve against the Association, any grievance by the City against the Association will be filed directly with the President of the Association; and, if not settled within seven (7) calendar days, may be submitted to arbitration for adjustment.

Section 4. Arbitration.

If a grievance is submitted to arbitration, within fourteen (14) calendar days, the City and the Association shall agree upon an arbitrator. The parties may mutually agree to elect to use a panel arbitrator or expedited process pursuant to the provisions in Article 28 (Disciplinary Actions). For this purpose, the parties may agree in writing to utilize one or more arbitrators for a specified period of time, provided that either party may request selection on any specific matter as follows: If the parties fail to agree upon an arbitrator, a list of seven (7) qualified neutrals shall be requested from the American Arbitration Association (AAA). Within fourteen (14) calendar days from

receipt of the list, the Association and the City shall alternately strike names on the list and the remaining name shall be the arbitrator.

The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. The parties, by mutual agreement, may request that the hearing be held in accordance with the Expedited Labor Arbitration Rules which are found as Attachment 1 to this Agreement and are incorporated herein by reference.

Upon written request delivered at least seven (7) calendar days prior to the date of the hearing, a party to the proceeding shall provide to the opposing party the names and addresses of witnesses expected to be called at the hearing. In the absence of good or excusable cause, the arbitrator may exclude the testimony of a witness upon the failure of a party to disclose such a witness. The parties, in writing, may request discovery from each other concerning the grievance. Should the opposing party not agree to provide the requested information within seven (7) calendar days of the request; the request shall be deemed denied. The requesting party may then apply to the Arbitrator, who shall order such discovery as is appropriate to the nature of the case, consistent with, but not bound by, the rules of discovery in Texas civil cases. In considering the application, the Arbitrator shall consider the burden and expense of producing the information, the need of the requesting party, the amount of time available prior to the hearing, and such other matters as he may deem material. In no event shall discovery be requested within seven (7) calendar days prior to the hearing.

The arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his decision on the issue or issues presented and shall confine his decision to the interpretation of this Agreement. The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The decision of the arbitrator shall be final and binding upon the City and the Association.

The City shall bear the expense of any witnesses called by the City. The Association shall bear the expense of any witnesses called by the Association. The City and the Association shall share equally the fees and expenses of the arbitrator.

Section 5. Miscellaneous Provisions.

A grievance contesting action by the City Council or City Manager shall be filed at Step 3 instead of Step 2.

The President of the Association may file a class action grievance on behalf of bargaining unit members similarly situated at Step 1 within twenty-one (21) calendar days of the officer or officers' actual or constructive knowledge of the occurrence or event causing the problem.

The Chiefs representative to the Association Grievance Committee may submit for the Committee's consideration any evidence that the grievance has been addressed or resolved in a previous grievance or an arbitrator's award. If the current grievance, or an issue of the current


grievance, is determined by the Grievance Committee to have been previously resolved, the current grievance, or the issue of the current grievance, will be deemed as denied by the Grievance Committee and the grievant will be bound by the previous resolution.

With the exception of all grievances filed prior to the date of execution of this Agreement, if a grievance has not been finally resolved within three hundred and sixty five (365) calendar days from the date of appeal to arbitration, and no mutually agreed time extensions exist or are requested by either party to the grievance, the grievance will be deemed to have expired. Grievance extensions will not be unreasonably denied under this paragraph.

Date: 3/19/21



For the City



For the Association